

**United States Bankruptcy Court  
Northern District of Ohio**

In re **Leonard V Cox  
Jane A Cox**

Debtor(s)

Case No. **10-35997**  
Chapter **13**

**CHAPTER 13 PLAN - AMENDED**

1. Payments to the Trustee: The future earnings or other future income of the Debtor is submitted to the supervision and control of the trustee. The Debtor (or the Debtor's employer) shall pay to the trustee the sum of **\$1,147.00** per month for **60** months.  
  
Total of plan payments: **\$68,820.00**
2. Plan Length: This plan is estimated to be for **60** months.
3. Allowed claims against the Debtor shall be paid in accordance with the provisions of the Bankruptcy Code and this Plan.
  - a. Secured creditors shall retain their mortgage, lien or security interest in collateral until the earlier of (a) the payment of the underlying debt determined under nonbankruptcy law, or (b) discharge under 11 U.S.C. § 1328.
  - b. Creditors who have co-signers, co-makers, or guarantors ("Co-Obligors") from whom they are enjoined from collection under 11 U.S.C. § 1301, and which are separately classified and shall file their claims, including all of the contractual interest which is due or will become due during the consummation of the Plan, and payment of the amount specified in the proof of claim to the creditor shall constitute full payment of the debt as to the Debtor and any Co-Obligor.
  - c. All priority creditors under 11 U.S.C. § 507 shall be paid in full in deferred cash payments.
4. From the payments received under the plan, the trustee shall make disbursements as follows:
  - a. Administrative Expenses
    - (1) Trustee's Fee: **10.00%**
    - (2) Attorney's Fee (unpaid portion): **\$700.00 to be paid through plan in monthly payments**
    - (3) Filing Fee (unpaid portion): **NONE**
  - b. Priority Claims under 11 U.S.C. § 507
    - (1) Domestic Support Obligations
      - (a) Debtor is required to pay all post-petition domestic support obligations directly to the holder of the claim.
      - (b) The name(s) and address(es) of the holder of any domestic support obligation are as follows. See 11 U.S.C. §§ 101(14A) and 1302(b)(6).  
  
**-NONE-**
      - (c) Anticipated Domestic Support Obligation Arrearage Claims. Unless otherwise specified in this Plan, priority claims under 11 U.S.C. § 507(a)(1) will be paid in full pursuant to 11 U.S.C. § 1322(a)(2). These claims will be paid at the same time as claims secured by personal property, arrearage claims secured by real property, and arrearage claims for assumed leases or executory contracts.  
  

Creditor (Name and Address)	Estimated arrearage claim	Projected monthly arrearage payment
<b><u>-NONE-</u></b>		
      - (d) Pursuant to §§ 507(a)(1)(B) and 1322(a)(4), the following domestic support obligation claims are assigned to, owed to, or recoverable by a governmental unit.  
  

Claimant and proposed treatment:	<b><u>-NONE-</u></b>
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## (2) Other Priority Claims.

Name	Amount of Claim	Interest Rate (If specified)
<b>-NONE-</b>		

## c. Secured Claims

(1) Pre-Confirmation Adequate Protection Payments. Pre-confirmation adequate protection payments to the following Creditors holding allowed claims secured by a purchase money security interest in personal property shall be paid by the Trustee through the plan as provided below. Adequate protection payments shall not accrue or be paid until the Creditor files a proof of claim. The principal amount of the Creditor's claim shall be reduced by the amount of the adequate protection payments remitted.

Name	Description of Collateral	Pre-Confirmation Monthly Payment
<b>-NONE-</b>		

## (2) Secured Debts Which Will Not Extend Beyond the Length of the Plan

(a) Secured Claims Subject to Valuation Under § 506. The Debtor moves the Court to value collateral as follows according to 11 U.S.C. § 506(a). Each of the following secured claims, if allowed, shall be paid through the plan in equal monthly payments set forth below, until the secured value or the amount of the claim, whichever is less, has been paid in full. Any remaining portion of the allowed claim shall be treated as a general unsecured claim. Any claim with a secured value of \$0 shall be treated as a general unsecured claim.

Name	Proposed Amount of Allowed Secured Claim	Monthly Payment	Interest Rate (If specified)
<b>Hsbc/Bstby</b>	<b>1,000.00</b>	<b>500.00</b>	<b>0.00%</b>

(b) Secured Claims Not Subject to Valuation Under § 506. Each of the following claims, if allowed, shall be paid through the plan in equal monthly payments set forth below, until the amount of the claim as set forth in the Creditor's proof of claim has been paid in full.

Name	Proposed Amount of Allowed Secured Claim	Monthly Payment	Interest Rate (If specified)
<b>-NONE-</b>			

## (3) Secured Debts Which Will Extend Beyond the Length of the Plan

Name	Amount of Claim	Monthly Payment	Interest Rate (If specified)
<b>-NONE-</b>			

## d. Unsecured Claims

(1) Special Nonpriority Unsecured: Debts which are co-signed or are non-dischargeable shall be paid in full (100%).

Name	Amount of Claim	Interest Rate (If specified)
<b>-NONE-</b>		

(2) General Nonpriority Unsecured: Other unsecured debts shall be paid **58** cents on the dollar and paid pro rata, with no interest if the creditor has no Co-obligors, provided that where the amount or balance of any unsecured claim is less than \$10.00 it may be paid in full.

## 5. The Debtor proposes to cure defaults to the following creditors by means of monthly payments by the trustee:

Creditor	Amount of Default to be Cured	Interest Rate (If specified)
<b>-NONE-</b>		

## 6. The Debtor shall make regular payments directly to the following creditors:

Name	Amount of Claim	Monthly Payment	Interest Rate (If specified)
<b>Citimortgage Inc</b>	<b>91,000.00</b>	<b>0.00</b>	<b>0.00%</b>

## 7. The employer on whom the Court will be requested to order payment withheld from earnings is:

**NONE. Payments to be made directly by debtor without wage deduction.**

8. The following executory contracts of the debtor are rejected:

Other Party	Description of Contract or Lease
<b>-NONE-</b>	

9. Property to Be Surrendered to Secured Creditor

Name	Amount of Claim	Description of Property
<b>-NONE-</b>		

10. The following liens shall be avoided pursuant to 11 U.S.C. § 522(f), or other applicable sections of the Bankruptcy Code:

Name	Amount of Claim	Description of Property
<b>Gmac Mortgage</b>	<b>21,899.00</b>	<b>Single family home located at 25 Park Avenue, Norwalk, OH 44857</b>

11. Title to the Debtor's property shall revert in debtor **on confirmation of a plan.**

12. As used herein, the term "Debtor" shall include both debtors in a joint case.

13. Other Provisions:

**Debtors assume the cell phone contract**

**GMAC 2nd mortgage will be stripped and paid along with other unsecured creditors**

**Debtors propose to pay \$1147.00 per month for 60 months which is indicative of the average monthly DMI for an entire year. Income fluctuates substantially during the year, with a significant decline over the winter months.**

Date <u><b>October 26, 2010</b></u>	Signature <u><b>/s/ Leonard V Cox</b></u> <b>Leonard V Cox</b> Debtor
Date <u><b>October 26, 2010</b></u>	Signature <u><b>/s/ Jane A Cox</b></u> <b>Jane A Cox</b> Joint Debtor

**United States Bankruptcy Court**  
**Northern District of Ohio**  
**Western Division**

In re	Leonard Cox Jane Cox		Case No. 10-35997
	Debtor(s)		Chapter 13
			Judge Whipple

## AMENDMENT COVER SHEET

Amendment(s) to the following petition, list(s), schedule(s) or statement(s) are transmitted herewith:

Chapter 13 Plan

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of *an Amended Chapter 13 Plan* and that it is true and correct to the best of my knowledge, information and belief.

Date: October 26, 2010

/s/ Leonard Cox \_\_\_\_\_  
 /s/ Jane Cox \_\_\_\_\_  
 Leonard & Jane Cox, Debtors

## NOTICE OF AMENDMENT(S) TO AFFECTED PARTIES

Pursuant to Federal Rule of Bankruptcy Procedure 1009(a), I certify that notice of the filing of the amendment(s) listed above has been given this date to any and all entities affected by the amendment as follows:

Chase  
 P.O. Box 15298  
 Wilmington, DE 19850

Citi  
 Po Box 6241  
 Sioux Falls, SD 57117

Citi  
 Po Box 6497  
 Sioux Falls, SD 57117

Citifinancial  
 300 Saint Paul Pl  
 Baltimore, MD 21202

Citimortgage Inc  
Po Box 9438  
Gaithersburg, MD 20898

Corporate Receivables Inc  
P.O. Box 32995  
Phoenix, AZ 85064-2995

Discover Fin Svcs Llc  
Po Box 15316  
Wilmington, DE 19850

Erin A. Jochim  
Lerner, Samson, & Rothfuss  
PO Box 5480  
Cincinnati, OH 45201-5480

Gemb/Care Credit  
Po Box 981439  
El Paso, TX 79998

Gemb/Jcp  
Po Box 984100  
El Paso, TX 79998

Gemb/Sams  
Po Box 981400  
El Paso, TX 79998

Gmac Mortgage  
3451 Hammond Ave  
Waterloo, IA 50702

Hsbc Bank  
Po Box 5253  
Carol Stream, IL 60197

Hsbc/Bstby  
Pob 15521  
Wilmington, DE 19805

HSN  
PO Box 659707  
San Antonio, TX 78265-9707

John P. Gustafson  
316 N. Michigan Street  
Toledo Bldg. # 501  
Toledo, OH 43624

Leonard and Jane Cox  
25 Park Avenue  
Norwalk, OH 44857

National City Card Ser  
1 National City Pkwy  
Kalamazoo, MI 49009

Office of the U.S. Trustee  
Howard Metzenbaum U.S. Courthouse  
201 Superior Avenue  
Cleveland, OH 44114

Wfcb/Hsn  
995 W 122nd Ave  
Westminster, CO 80234

Date: October 26, 2010

/s/ Adrienne M. Hines

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